



CONTRACTORS COMBINED LIABILITY

POLICY SUMMARY

This is a summary only and you should refer to the full terms and conditions in your policy or consult your broker for more information.

Product name: Contractors Combined Liability Insurance (MUM CLiab 05 20)
Type of Insurance: Employers Liability, Public Liability and Products Liability
Underwritten By: Manchester Underwriting Management Ltd

This policy is divided into a number of sections and not all sections may be included. Please refer to the quotation or renewal Certificate for confirmation of selected sections of cover.

WHAT IS INSURED?

Employers' Liability - indemnity for liability to your employees following injury in the course of their employment at your business. Public and Products Liability - indemnity for liability to compensate third parties (not being employees) for bodily injury or property damage. Other than for Products Liability, the Limit of Indemnity is normally on an 'any one occurrence' basis i.e. there is no restriction on the number of claims occurring in the Period of Insurance but each one has a maximum limit as stated in the Schedule. For Products Liability, the Limit of Indemnity applies in the aggregate during the Period of Insurance. We will offer Limits of Indemnity up to £10,000,000.

PERIOD OF COVER

The Period of Insurance is typically 12 months but can be more or less – refer to the policy Schedule for the Period of Insurance applicable.

GEOGRAPHICAL SCOPE

Business carried on in the United Kingdom and elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any Employee.

OPERATIVE CLAUSES

	Limit
Employers' Liability	
Damages and Costs and expenses (except Terrorism and/or Asbestos)	The full policy limit (max. £10M)
Damages and Costs and expenses – Terrorism and/or Asbestos	£5M
Public Liability	
Damages (including Costs and expenses for claims in North America)	The full policy limit (max. £10M)
Costs and expenses (other than for claims in North America)	Unlimited
Various extensions for Defective premises, Leased premises, Contingent motor liability, Overseas personal liability, Car park and cloakroom liability	The full policy limit (max. £10M)
Environmental costs (statutory)	£100,000 in the aggregate
Legionellosis	£1M in the aggregate
Products Liability	
Damages and Costs and expenses	The full policy limit (max. £10M)
Extensions	
Various extensions for Indemnity to principals, Cross liabilities, Adjudication claimants' costs	The full policy limit (max. £10M)
Compensation for court attendance	£10,000 in the aggregate
Health & Safety at Work Act 1974 defence costs	£1M in the aggregate
Corporate Manslaughter and Corporate Homicide Act 2007 defence costs	£1M in the aggregate

PRINCIPAL EXCLUSIONS

Employers' Liability

- ❖ Where compulsory insurance is required by Road Traffic Act legislation
- ❖ Arising from work Offshore
- ❖ The manufacture, mining, processing, distribution, testing, removal, storage, disposal, sale or use of asbestos or Products containing asbestos

Public Liability

- ❖ Products after they have ceased to be in your custody or control
- ❖ Damage to materials, parts or equipment furnished in connection with performance of Work Away
- ❖ Damage to Property that is removed, repaired etc. during Work Away
- ❖ Removal, repair etc. of the Work Away as a result of defect or unsuitability

Products Liability

- ❖ Products for North America
- ❖ Products for Aircraft, hovercraft or waterborne craft or for marine or aviation purposes

All sections

- ❖ Contractual liability
- ❖ The Excess
- ❖ Demolition work (unless below 5 metres or undertaken by bona fide subcontractors)
- ❖ Work involving bridges, dams, docks, harbours, towers, steeples, spires, chimney shafts, blast furnaces, viaducts, mines or collieries
- ❖ Work in or on aircraft or watercraft, airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, nuclear plant installations, chemical or petrochemical works, oil refineries, gas works, fuel storage facilities or power stations
- ❖ Work involving railway track, signal, rolling stock or where trains continue to operate where work is ongoing
- ❖ pile driving, tunnelling or quarrying, or involving the use of explosives
- ❖ Work involving excavations below a depth of three metres or carried out at a height in excess of fifteen metres
- ❖ Claims brought and awards made in any court with North America jurisdiction except in relation to temporary visits for non-manual work in North America
- ❖ Punitive damages, penalties or fines
- ❖ Radioactivity, War or where Sanctions are involved

All sections other than Employers' Liability

- ❖ Claims arising from mechanically propelled vehicles where compulsory insurance is required by Road Traffic Act legislation, aircraft, watercraft etc. (other than hand-propelled, wind-powered or motor launches not exceeding (15) metres whilst on inland waterways)
- ❖ Advice, design and professional services
- ❖ Asbestos liability
- ❖ Computer hacking or misuse; computer systems' failure to be date or time compliant
- ❖ Deliberate lack of due care
- ❖ Liquidated damages and contractual remedies
- ❖ Pure economic loss
- ❖ Loss or damage to property in your custody or control
- ❖ Liability for the costs of recall or remedying any defects
- ❖ Liability which is the inevitable or unavoidable consequence of the performance of a contract
- ❖ Pollution unless not in North America and sudden, identifiable, unintended and unexpected
- ❖ Terrorism

PRINCIPAL CONDITIONS

All sections

- ❖ You must check that bona fide subcontractors are properly insured
- ❖ You must tell us of any changes that materially alter the risks insured
- ❖ We may pay to you at any time the Limit of Indemnity or any lesser amount for which we can settle claim/s in full and final settlement
- ❖ The Premium must be paid to Us within 60 days of inception of the Period of Insurance, normally through your broker unless an alternative method has been agreed by MUM
- ❖ If we discover that you failed to provide a fair presentation to us when taking out the insurance and that this was neither deliberate nor reckless, we will cancel the policy from the start if we would not have insured you had we known the true position, otherwise we may reduce proportionately the amount to be paid on a claim
- ❖ We may reject or reduce claims if you fail to observe the provisions of the policy
- ❖ English law applies to this contract of insurance

Not applicable to Employers' Liability

- ❖ Whenever you, your employees or your sub-contractors use heat or angle grinders you must take precautions that are stipulated in the Certificate
- ❖ There are stipulations as to the use of fork lift trucks and where there is a danger of damaging underground services that you must follow
- ❖ You must take all reasonable steps to mitigate any loss and comply with general conditions
- ❖ You must give notice to Us of any alteration or circumstance which materially affects the risks insured under this policy

CANCELLATION

There is no provision for you to cancel this policy. It may be cancelled by mutual agreement or by our giving you 30 days' notice. We may also cancel if we determine that there has been fraud or if the premium has not been paid in time.

CLAIMS PROCESS

Notice of a claim or circumstance should be made to mum@sedgwick.co.uk or Sedgwick International UK, 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NY. The policy sets out what and when you must notify to Sedgwick.

COMPLAINTS

Complaints must be referred in the first instance to:

Claims complaints: Sedgwick International UK, 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NY, Tel.: 0113 387 9032, E-mail: mum@sedgwick.co.uk

Other complaints: The Complaints Manager, Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, Tel.: +44 (0)1494 770700, E-mail: complaints@manchesterunderwriting.com

If You remain dissatisfied after we have considered Your complaint, or if You have not received a written final response within eight weeks from the date that MUM received your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123
Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- You must refer Your complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees